

ARTICLE 7: DISPUTES AND LIABILITY

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

1. Any dispute, disagreement, misunderstanding, or claim between the Government and Boeing concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may only be raised under this Article.

2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding constitute the basis for relief under this article unless notification is provided under subparagraph B-3 within 90 days after the party knew or reasonably should have known of the matter giving rise to the dispute unless the official designated in paragraph 4, in the interests of justice, waives this requirement.

3. Failing resolution by mutual agreement, the aggrieved Party shall, with accompanying adequate documentation detailing the dispute, disagreement, or misunderstanding, notify the other Party (through the Agreements Officer or Contract Manager, as the case may be) in writing of the relevant facts, identifying unresolved issues, and specifying the clarification or remedy sought. Within fifteen (15) calendar days after providing notice to the other Party, the aggrieved Party may, in writing, request a joint decision by SAF/AQ and the Vice President and General Manager of the Expendable Launch Systems component of The Boeing Company. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. SAF/AQ and the Vice President and General Manager of the Expendable Launch Systems component of The Boeing Company, shall conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such written position. Any such joint decision is final and binding.

4. If no joint decision can be reached, then the Parties may agree to an Alternative Disputes Resolution method mutually agreed to by both parties on a case by case basis. If the parties cannot agree to an Alternative Disputes Resolution method, then either party may pursue any remedy under the law.

C. Choice of Law

This Agreement and the resolution of disputes hereunder shall be governed, construed, and interpreted by the statutes, regulations, and/or legal precedent applicable to the Government of the United States of America. The parties do not